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सत्यमेव जयते

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# GOVERNMENT GAZETTE

## BOLETIM OFICIAL

GOVERNMENT OF GOA, DAMAN  
AND DIU

Finance (Expenditure) Department

Memorandum

11-141/67/Fin(Exp)

In continuation of this Department Memorandum no. 11-141/67/Fin(Exp) dated 5th December, 1969, Sarvashri Lourenco Jacob Francisco Dias and Ananta Xamba Dolvi are to be absorbed in the Offices as shown in the attached Statement. In this connection, a copy of the Government of India, Ministry of Home Affairs, New Delhi letter no. 1/199/69-G.P. dated 16th December, 1969 is reproduced below for general information.

V. G. Sathe, Under Secretary (Finance).

Panaji, 20th January, 1970.

GOVERNMENT OF INDIA

MINISTRY OF HOME AFFAIRS

1/199/69-G.P.

To,

The Chief Secretary to the  
Govt. of Goa, Daman and Diu,  
Finance Department, Secretariat,  
Panaji.

New Delhi-1, the 16th December, 1969.  
19 Agrahayana, 1891.

Sub:— Application of Goa, Daman and Diu (Absorbed Employees Conditions of Service) Rules, 1965 to the employees of Caixa Economica, de Goa.

Sir,

I am directed to refer to your letter no. 11-141/67/Fin(Exp) dated the 30th September, 1969, on the subject mentioned above and to say that as the «Absorbed Employees Conditions of Service Rules, 1965» are not actually made applicable to Shri Lourenco J. F. Dias, he cannot be deemed to have retired on the appointed day i. e. 1-2-1966 even though he attained the age of 58 years prior to that date. In view of this, services of both the employees referred to in your

(Tradução)  
GOVERNO DE GOA, DAMÃO  
E DIO

Departamento das Finanças (Despesa)

Memorando

11-141/67/Fin(Exp)

Em aditamento ao Memorando n.º 11-141/67/Fin (Exp), deste Departamento, datado de 5 de Dezembro de 1969, os Srs. Lourenço Jacob Francisco Dias e Ananta Xamba Dolvi, são absorvidos nas Repartições indicadas no quadro anexo. Neste sentido, a seguir se reproduz, para conhecimento geral, a cópia da nota n.º 1/199/69-G.P., do Ministério do Interior do Governo da Índia, datada de 16 de Dezembro de 1969.

V. G. Sathe, Subsecretário (Finanças).

Panaji, 20 de Janeiro de 1970.

GOVERNO DA INDIA

MINISTÉRIO DO INTERIOR

1/199/69-G.P.

Ao,

Secretário-Chefe,  
Governo de Goa, Damão e Dio,  
Departamento das Finanças, Secretaria-Geral,  
Panaji.

Nova-Delhi-1, 16 de Dezembro de 1969  
19 Agrahayana, 1891

Assunto: Aplicação do «Goa, Daman and Diu (Absorbed Employees Conditions of Service) Rules, 1965» aos funcionários da Caixa Económica de Goa.

Ex.º Sr.

Com referência a sua carta n.º 11-141/67/Fin (Exp), de 30 de Setembro de 1969, sobre o assunto acima mencionado, cumpre-me informar-lhe que como as normas «Absorbed Employees Conditions of Service Rules, 1965» não são actualmente aplicáveis ao Sr. Lourenço J. F. Dias, o mesmo não poderá ser considerado como aposentado num determinado dia, i. e. 1 de Fevereiro de 1966, embora o mesmo tenha atingido o limite de 58 anos, anterior a essa data. Em vista disto, os serviços de ambos os funcionários mencionados na

letter cited above, beyond their attaining the age of 58 years should be treated as extension.

This issues with the concurrence of Ministry of Finance vide their U. O. no. Dy.4659-BC/69, dated 5-12-1969.

Yours faithfully,

Sd/-

R. C. GUPTA

Under Secretary to the Government of India.

sua nota, prestados após os mesmos terem atingido o limite de 58 anos, devem ser considerados como prorrogação.

A presente é expedida com a aprovação do Ministério das Finanças, dada por sua nota n.º Dy.4659-BC/69, de 5 de Dezembro de 1969.

Seu sinceramente,

Sd/-

R. C. GUPTA

Subsecretário do Governo da Índia.

Statement showing the Caixa's Staff to be absorbed in the Department  
Relação indicando os funcionários da Caixa a serem absorvidos no Departamento

| Sr. No.      | Names                         | Category         |                  | Office to which to be absorbed |
|--------------|-------------------------------|------------------|------------------|--------------------------------|
|              |                               | Substantive post | Present post     |                                |
|              |                               | Lugar do quadro  | Lugar que exerce |                                |
| N.º de série | Nomes                         | Categoria        |                  | Repartição em que é absorvido  |
| 1.           | 2.                            | 3.               | 4.               | 5.                             |
| 1.           | Lourenco Jacob Francisco Dias | Archivist        | Archivist        | Directorate of Accounts        |
| 2.           | Ananta Xamba Dolvi            | Archivist        | Archivist        | Directorate of Accounts        |

Law and Judicial Department

Notification

RC/CN/2/70

By virtue of notification no. RC/138/69 dated 6-11-69, the individuals whose names have been shown in column 1, are hereby authorized to change their names as shown in column 2.

SCHEDULE

| Sr. No. | Old name                                  | New Name                                     |
|---------|---|--|
| 1       |   | 2  |
| 1       | Babubhai Rajendra Nanakchand              | Sanjay Rajendra Nanakchand                   |
| 2       | Felipe Fichardo                           | Philip Fijardo                               |
| 3       | Ratnacanta Vamona Maló                    | Ratnakant Vaman Usapcar                      |
| 4       | Awadhut Prabhakar Prabhu Dessai           | Awadhoot Prabhakar Prabhu Desai              |
| 5       | James Avelino Pereira                     | Joaosinho James Pereira                      |
| 6       | Santana Afonso Carmino Wellington Barreto | Anthony Sebastião Carmino Wellington Barreto |
| 7       | Maria Santana Fernandes                   | Maria Santana Vaz                            |
| 8       | Givan Naran                               | Givanbhai Naranbhai Tandel                   |
| 9       | Xaba Crisna Naique                        | Shaba Krishna Naik Wadiker                   |
| 10      | Ragoba Purxotoma Boto Gaucar              | Rogunata Purxotoma Khandedkar                |

O. P. Garg, Law Secretary.  
Panaji, 2nd January, 1970.

Notification

RC/CN/3/70

By virtue of notification no. RC/138/69, dated 6-11-69, the individual whose name has been shown in column 1, is hereby authorized to change her name as shown in column 2.

SCHEDULE

| Sr. No. | Old name              | New name                |
|---------|-----------------------|-------------------------|
| 1       |                       | 2                       |
| 1       | Socubai Essodi Gaucin | Shantabai Babu Tanawade |

O. P. Garg, Law Secretary.  
Panaji, 19th January, 1970.

Departamento de Justiça

Despacho

RC/CN/2/70

Em virtude do despacho n.º RC/138/69, de 6 de Novembro de 1969, os indivíduos cujos nomes se acham indicados na 1.ª coluna, são autorizados a mudar os seus nomes conforme se indica na 2.ª coluna.

QUADRO

| N.º de série | Nome anterior                             | Novo nome                                    |
|--------------|---|--|
| 1            |   | 2  |
| 1            | Babubhai Rajendra Nanakchand              | Sanjay Rajendra Nanakchand                   |
| 2            | Felipe Fichardo                           | Philip Fijardo                               |
| 3            | Ratnacanta Vamona Maló                    | Ratnakant Vaman Usapcar                      |
| 4            | Awadhut Prabhakar Prabhu Dessai           | Awadhoot Prabhakar Prabhu Desai              |
| 5            | James Avelino Pereira                     | Joaosinho James Pereira                      |
| 6            | Santana Afonso Carmino Wellington Barreto | Anthony Sebastião Carmino Wellington Barreto |
| 7            | Maria Santana Fernandes                   | Maria Santana Vaz                            |
| 8            | Givan Naran                               | Givanbhai Naranbhai Tandel                   |
| 9            | Xaba Crisna Naique                        | Shaba Krishna Naik Wadiker                   |
| 10           | Ragoba Purxotoma Boto Gaucar              | Rogunata Purxotoma Khandedkar                |

O. P. Garg, Secretário de Justiça.  
Panagi, 2 de Janeiro de 1970.

Despacho

RC/CN/3/70

Em virtude do despacho n.º RC/138/69, de 6 de Novembro de 1969, o indivíduo cujo nome se acha indicado na 1.ª coluna é autorizado a mudar o seu nome conforme se indica na 2.ª coluna.

QUADRO

| N.º de série | Nome anterior         | Novo nome               |
|--------------|-----------------------|-------------------------|
| 1            |                       | 2                       |
| 1            | Socubai Essodi Gaucin | Shantabai Babu Tanawade |

O. P. Garg, Secretário de Justiça.  
Panagi, 19 de Janeiro de 1970.

## Notification

LD/4/33/N-76-70

The following list of Judicial holidays for the year 1970 as prepared by the Judicial Commissioner and approved by the Administrator of Goa, Daman and Diu in pursuance of Section 21 of the Goa, Daman and Diu (Judicial Commissioner's Court) Regulation, 1963, is hereby published for general information.

List of Holidays for the year 1970 to be observed by the Court of the Judicial Commissioner, Goa, Daman and Diu and subordinate courts.

Relação dos feriados judiciais para o ano de 1970, a serem observados pelos Tribunal do Comissário Judicial de Goa, Damão e Diu e Tribunais Subordinados.

## Despacho

LD/4/33/N-76-70

Para conhecimento geral, a seguir se publica a relação dos feriados judiciais para o ano de 1970, elaborada pelo Comissário Judicial e aprovados pelo Administrador de Goa, Damão e Diu, de acordo com o artigo 21.º de «Goa, Daman and Diu (Judicial Commissioner's Court) Regulation, 1963».

| Holidays<br>Designação dos feriados                                | Date on which these fall<br>Data em que estes recaem | Saka Era<br>Era de Saka                           | Day of the week<br>Dia de semana |
|--|--|---|----------------------------------|
| 1  | 2  | 3   | 4                                |
| Republic Day<br><i>Dia da República</i>                            | 26- 1-1970<br>26- 1-1970                             | Magha 6, 1891<br><i>Magha 6, 1891</i>             | Monday<br><i>Segunda-feira</i>   |
| Mahasivaratri<br><i>Mahasivaratri</i>                              | 6- 3-1970<br>6- 3-1970                               | Phalguna 15, 1891<br><i>Phalguna 15, 1891</i>     | Friday<br><i>Sexta-feira</i>     |
| Muharram<br><i>Muharram</i>  | 19- 3-1970<br>19- 3-1970                             | Phalguna 28, 1891<br><i>Phalguna 28, 1891</i>     | Thursday<br><i>Quinto-feira</i>  |
| Good Friday<br><i>Sexta-feira Santa</i>                            | 27- 3-1970<br>27- 3-1970                             | Chaitra 6, 1892<br><i>Chaitra 6, 1892</i>         | Friday<br><i>Sexta-feira</i>     |
| Gudi Padva<br><i>Gudi Padva</i>                                    | 7- 4-1970<br>7- 4-1970                               | Chaitra 17, 1892<br><i>Chaitra 17, 1892</i>       | Tuesday<br><i>Terça-feira</i>    |
| Independence Day<br><i>Dia da Independência</i>                    | 15- 8-1970<br>15- 8-1970                             | Sravana 24, 1892<br><i>Sravana 24, 1892</i>       | Saturday<br><i>Sábado</i>        |
| Ganesh Chaturthi<br><i>Ganesh Chaturthi</i>                        | 4- 9-1970<br>4- 9-1970                               | Bhadra 13, 1892<br><i>Bhadra 13, 1892</i>         | Friday<br><i>Sexta-feira</i>     |
| Ganesh Chaturthi<br><i>Ganesh Chaturthi</i>                        | 5- 9-1970<br>5- 9-1970                               | Bhadra 14, 1892<br><i>Bhadra 14, 1892</i>         | Saturday<br><i>Sábado</i>        |
| Mahatma Gandhi's Birthday<br><i>Aniversário do Mahatma Gandhi</i>  | 2-10-1970<br>2-10-1970                               | Asvina 10, 1892<br><i>Asvina 10, 1892</i>         | Friday<br><i>Sexta-feira</i>     |
| Dussehra<br><i>Dussehra</i>  | 9-10-1970<br>9-10-1970                               | Asvina 17, 1892<br><i>Asvina 17, 1892</i>         | Friday<br><i>Sexta-feira</i>     |
| Diwali<br><i>Diwali</i>  | 20-10-1970<br>20-10-1970                             | Kartika 7, 1892<br><i>Kartika 7, 1892</i>         | Thursday<br><i>Quinta-feira</i>  |
| Idul Fitr<br><i>Idul Fitr</i>                                      | 1-12-1970<br>1-12-1970                               | Agrahayana 10, 1892<br><i>Agrahayana 10, 1892</i> | Tuesday<br><i>Terça-feira</i>    |
| Feast of St. Francis Xavier<br><i>Festa de S. Francisco Xavier</i> | 3-12-1970<br>3-12-1970                               | Agrahayana 12, 1892<br><i>Agrahayana 12, 1892</i> | Thursday<br><i>Quinta-feira</i>  |
| Immaculate Conception<br><i>Dia da Imaculada Conceição</i>         | 8-12-1970<br>8-12-1970                               | Agrahayana 17, 1892<br><i>Agrahayana 17, 1892</i> | Tuesday<br><i>Terça-feira</i>    |
| Goa Liberation Day<br><i>Dia da Libertação de Goa</i>              | 19-12-1970<br>19-12-1970                             | Agrahayana 28, 1892<br><i>Agrahayana 28, 1892</i> | Saturday<br><i>Sábado</i>        |
| Christmas<br><i>Natal</i>  | 25-12-1970<br>25-12-1970                             | Pausa 4, 1892<br><i>Pausa 4, 1892</i>             | Friday<br><i>Sexta-feira</i>     |

## Restricted holidays — Feriados restritos

|  |                          |   |                                  |
|--|--------------------------|---|----------------------------------|
| New Year's Day<br><i>Dia do Ano Novo</i>                             | 1- 1-1970<br>1- 1-1970   | Pausa 11, 1891<br><i>Pausa 11, 1891</i>     | Thursday<br><i>Quinta-feira</i>  |
| Guru Govind Singh's Birt.<br><i>Aniversário do Guru Govind Singh</i> | 13- 1-1970<br>13- 1-1970 | Pausa 23, 1891<br><i>Pausa 23, 1891</i>     | Tuesday<br><i>Terça-feira</i>    |
| Pongal<br><i>Pongal</i>  | 14- 1-1970<br>14- 1-1970 | Pausa 24, 1891<br><i>Pausa 24, 1891</i>     | Wednesday<br><i>Quarta-feira</i> |
| Carnival<br><i>Carnaval</i>  | 8- 2-1970<br>8- 2-1970   | Magha 26, 1891<br><i>Magha 26, 1891</i>     | Monday<br><i>Segunda-feira</i>   |
| Id-u-Zuha<br><i>Id-u-Zuha</i>  | 17- 2-1970<br>17- 2-1970 | Magha 28, 1891<br><i>Magha 28, 1891</i>     | Tuesday<br><i>Terça-feira</i>    |
| Guru Ravi Das' Birthday<br><i>Aniversário do Guru Ravi Das</i>       | 21- 2-1970<br>21- 2-1970 | Phalguna 2, 1891<br><i>Phalguna 2, 1891</i> | Saturday<br><i>Sábado</i>        |
| Holi<br><i>Holi</i>  | 23- 3-1970<br>23- 3-1970 | Chaitra 2, 1892<br><i>Chaitra 2, 1892</i>   | Monday<br><i>Segunda-feira</i>   |
| Maundy Thursday<br><i>Quinta-feira Santa</i>                         | 26- 3-1970<br>26- 3-1970 | Chaitra 5, 1892<br><i>Chaitra 5, 1892</i>   | Thursday<br><i>Quinta-feira</i>  |
| Ram Navami<br><i>Ram Navami</i>                                      | 15- 4-1970<br>15- 4-1970 | Chaitra 25, 1892<br><i>Chaitra 25, 1892</i> | Wednesday<br><i>Quarta-feira</i> |
| Shivaji Jayanti<br><i>Shivaji Jayanti</i>                            | 18- 4-1970<br>18- 4-1970 | Chaitra 28, 1892<br><i>Chaitra 28, 1892</i> | Saturday<br><i>Sábado</i>        |

| Holidays<br>Designação dos feriados                     | Date on which these fall<br>Data em que estes recaem | Saka Era<br>Era de Saka                | Day of the week<br>Dia de semana |
|---|--|--|----------------------------------|
| 1   | 2  | 3                                      | 4                                |
| Milandun Nabi<br><i>Miladun Nabi</i>                    | 18- 5-1970<br>18- 5-1970                             | Vaisakha 28, 1892<br>Vaisakha 28, 1892 | Monday<br><i>Segunda-feira</i>   |
| Vaishakhi<br><i>Vaishakhi</i>                           | 21- 5-1970<br>21- 5-1970                             | Vaisakha 31, 1892<br>Vaisakha 31, 1892 | Thursday<br><i>Quinta-feira</i>  |
| Buddha Purnima<br><i>Buddha Purnima</i>                 | 21- 5-1970<br>21- 5-1970                             | Vaisakha 31, 1892<br>Vaisakha 31, 1892 | Thursday<br><i>Quinta-feira</i>  |
| Corpus Christi<br><i>Corpo de Deus</i>                  | 8- 6-1970<br>8- 6-1970                               | Jyaistha 18, 1892<br>Jyaistha 18, 1892 | Monday<br><i>Segunda-feira</i>   |
| Janmastami<br><i>Janmastami</i>                         | 24- 8-1970<br>24- 8-1970                             | Bhadra 2, 1892<br>Bhadra 2, 1892       | Monday<br><i>Segunda-feira</i>   |
| Diwali<br><i>Dwali</i>                                  | 30-10-1970<br>30-10-1970                             | Kartika 8, 1892<br>Kartika 8, 1892     | Friday<br><i>Sexta-feira</i>     |
| Bhai Duj<br><i>Bhai Duj</i>                             | 31-10-1970<br>31-10-1970                             | Kartika 9, 1892<br>Kartika 9, 1892     | Saturday<br><i>Sábado</i>        |
| All Souls Day<br><i>Dia das almas</i>                   | 2-11-1970<br>2-11-1970                               | Kartika 11, 1892<br>Kartika 11, 1892   | Monday<br><i>Segunda-feira</i>   |
| Guru Nanak Birthday<br><i>Aniversário do Guru Nanak</i> | 13-11-1970<br>13-11-1970                             | Kartika 22, 1892<br>Kartika 22, 1892   | Friday<br><i>Sexta-feira</i>     |

M. S. Borkar, Under Secretary.  
Panaji, 19th January, 1970.

M. S. Borkar, Subsecretário.  
Panagi, 19 de Janeiro de 1970.

Notification

Despacho

RN/O/17/70

RN/O/17/70

In exercise of the powers conferred by Rule 1(ii) of the Goa, Daman and Diu, Village Panchayats (Registration of Births and Deaths) Rules, 1966, of 20-10-1966, Government is pleased to extend the said Rules to the talukas of Pernem and Satari, with effect from 15th February, 1970.  
From the said date, the jurisdiction of the Assistants in-charge of the Civil Registration outposts in these Talukas in regard to registration of births, deaths and marriages shall cease vide rule 24 ibid.

No uso das faculdades conferidas pela norma 1(ii) de «Goa, Daman and Diu, Village Panchayats (Registration of Births and Deaths) Rules, 1966» de 20 de Outubro de 1966, o Governo torna extensivas as citadas normas, aos concelhos de Pernem e Satari, a partir de 15 de Fevereiro de 1970.  
A partir da mesma data a jurisdição dos ajudantes encarregados das Repartições de Registo Civil, nestes concelhos, cessará no tocante ao registo de nascimentos, mortes e casamentos ao abrigo da norma 24.ª

By order and in the name of the Lt. Governor of Goa, Daman and Diu.  
O. P. Garg, Law Secretary.  
Panaji, 20th January, 1970.

Por ordem e em nome do Governador-tenente de Goa, Damão e Dão.  
O. P. Garg, Secretário de Justiça.  
Panagi, 20 de Janeiro de 1970.

Notification

Despacho

RC/CN/4/70

RC/CN/4/70

By virtue of notification n.º RC/138/69, dated 6-11-69, the individual whose names have been shown in column 1, are hereby authorized to change their names as shown in column 2.

Em virtude do despacho n.º RC/138/69, de 6 de Novembro de 1969, os individuos cujos nomes se acham indicados na 1.ª coluna, são autorizados a mudar os seus nomes conforme se indica na 2.ª coluna.

SCHEDULE

QUADRO

| Sl. No. | Old Name<br>1                   | New Name<br>2                        |
|---------|---------------------------------|--------------------------------------|
| 1       | Maria do Ceu Furtado            | Maria do Ceu Ofelia Pereira          |
| 2       | Naraina Suba Gaunço             | Narayan Subha Kawleker               |
| 3       | Bhaguirati Sonum Gau-<br>do     | Bhaguirati Sonum Kankon-<br>ker      |
| 4       | Salvador Matias Me-<br>nezes    | Marvin Salvador Matias de<br>Meneses |
| 5       | Jose Almeida                    | Jose Maria Almeida                   |
| 6       | Antonia Caitana Vas             | Maria Antonia Caitana Vas            |
| 7       | Loximona Ramanata<br>Nagvenkar  | Lakshimikant Ramanath<br>Nagvenkar   |
| 8       | Aleixo Santana Noronha          | Rosario Santana Noronha              |
| 9       | Probacar Gones Porobo<br>Dessai | Prabhakar Ganesh Prabhu<br>Desai     |
| 10      | Gones Govinda Porobo<br>Dessai  | Ganesh Govind Prabhu Desai           |
| 11      | Chondubai Porobo Des-<br>sa.    | Chandubai Ganesh Prabhu<br>Desai     |

| N.º de<br>Série | Nome anterior<br>1              | Novo nome<br>2                       |
|-----------------|---------------------------------|--------------------------------------|
| 1               | Maria do Ceu Furtado            | Maria do Ceu Ofelia Pereira          |
| 2               | Naraina Suba Gaunço             | Narayan Subha Kawleker               |
| 3               | Bhaguirati Sonum Gau-<br>do     | Bhaguirati Sonum Kankon-<br>ker      |
| 4               | Salvador Matias Me-<br>nezes    | Marvin Salvador Matias de<br>Meneses |
| 5               | Jose Almeida                    | Jose Maria Almeida                   |
| 6               | Antonia Caitana Vas             | Maria Antonia Caitana Vas            |
| 7               | Loximona Ramanata<br>Nagvenkar  | Lakshimikant Ramanath<br>Nagvenkar   |
| 8               | Aleixo Santana Noronha          | Rosario Santana Noronha              |
| 9               | Probacar Gones Porobo<br>Dessai | Prabhakar Ganesh Prabhu<br>Desai     |
| 10              | Gones Govinda Porobo<br>Dessai  | Ganesh Govind Prabhu Desai           |
| 11              | Chondubai Porobo Des-<br>sai    | Chandubai Ganesh Prabhu<br>Desai     |

| Sr. No. | Old Name                          | New Name                            |
|---------|-----------------------------------|-------------------------------------|
|         | 1                                 | 2                                   |
| 12      | Mahananda                         | Mahananda Ganesh Prabhu Desai       |
| 13      | Xaratchondra Gonexa Porobo Dessai | Sharatchandra Ganesh Prabhu Desai   |
| 14      | Lilavoti Porobo Dessai            | Lilavati Ganesh Prabhu Desai        |
| 15      | Jaba                              | Jaba Anant Prabhu Desai             |
| 16      | Cumudinim                         | Kumudini Anant Prabhu Desai         |
| 17      | Loximona Ananta Porobo Dessai     | Laxman Anant Prabhu Desai           |
| 18      | Damodor Ananta Porobo Dessai      | Damodar Anant Prabhu Desai          |
| 19      | Sripada Ananta Porobo Dessai      | Shripad Anant Prabhu Desai          |
| 20      | Shirish Xriranga Bhide            | Suresh Xriranga Bhide               |
| 21      | Vithal Xantarama Porobo Pauxecar  | Vithal Shantaram Prabhu Malkarneker |
| 22      | Chandracanta Porobo               | Subhash Shivram Prabhu Malkarneker  |
| 23      | Santoxa Porobo Pauxecar           | Ajit Shantaram Prabhu Malkarneker   |
| 24      | Tara Nagappa Prabhu               | Smita Vithal Prabhu Malkarneker     |
| 25      | Suriacanta Xantarama Dicholcar    | Suriacanta Xantarama Teli Dicholker |
| 26      | Babu Budo Tanavade                | Babu Budo Shed                      |

O. P. Garg, Law Secretary.

Panaji, 21st January, 1970.

### Food and Civil Supplies Department

#### Corrigendum

FCS/PWD/1346/VPP/68

Read: — Addendum No. FCS/PWD/1346/VPP dated 20-11-1969.

In the addendum, referred to above, the date of Government Order, mentioned therein, shall be read as «12-7-1968» instead of «12-7-1969».

By order and in the name of the Administrator of Goa, Daman and Diu.

V. H. Sakhalakar, Under Secretary (Planning).

Panaji, 17th January, 1970.

### Directorate of Education

#### Order

DE/TECH/D/239/68/7521

In pursuance of section 3 of the Goa, Daman and Diu State Apprenticeship Council Order, 1969, the Government hereby establishes the Goa, Daman and Diu State Apprenticeship Council with the Minister for Education as its chairman and appoints the following persons as other Members namely:—

a) Representatives of employers in establishment in the public sector.

1. Principal Engineer, P. W. D. Panaji-Goa.
2. The Director of Industries and Mines, Govt. of Goa, Daman and Diu, Panaji-Goa.
3. The General Manager, Goa Shipyard Ltd., Vasco da Gama.

b) Representatives of employers in establishment in the private sector.

1. Shri V. D. Chowgule, Director, Chowgule & Co., Mormugao Harbour-Goa.

| N.º de Série | Nome anterior                     | Novo nome                           |
|--------------|-----------------------------------|-------------------------------------|
|              | 1                                 | 2                                   |
| 12           | Mahananda                         | Mahananda Ganesh Prabhu Desai       |
| 13           | Xaratchondra Gonexa Porobo Dessai | Sharatchandra Ganesh Prabhu Desai   |
| 14           | Lilavoti Porobo Dessai            | Lilavati Ganesh Prabhu Desai        |
| 15           | Jaba                              | Jaba Anant Prabhu Desai             |
| 16           | Cumudinim                         | Kumudini Anant Prabhu Desai         |
| 17           | Loximona Ananta Porobo Dessai     | Laxman Anant Prabhu Desai           |
| 18           | Damodor Ananta Porobo Dessai      | Damodar Anant Prabhu Desai          |
| 19           | Sripada Ananta Porobo Dessai      | Shripad Anant Prabhu Desai          |
| 20           | Shirish Xriranga Bhide            | Suresh Xriranga Bhide               |
| 21           | Vithal Xantarama Porobo Pauxecar  | Vithal Shantaram Prabhu Malkarneker |
| 22           | Chandracanta Porobo               | Subhash Shivram Prabhu Malkarneker  |
| 23           | Santoxa Porobo Pauxecar           | Ajit Shantaram Prabhu Malkarneker   |
| 24           | Tara Nagappa Prabhu               | Smita Vithal Prabhu Malkarneker     |
| 25           | Suriacanta Xantarama Dicholcar    | Suriacanta Xantarama Teli Dicholker |
| 26           | Babu Budo Tanavade                | Babu Budo Shed                      |

O. P. Garg, Secretário de Justiça.

Panaji, 21 de Janeiro de 1970.

### Departamento de Alimentação e Abastecimento Civil

#### Corrigenda

FCS/PWD/1346/VPP/68

Ref: Aditamento n.º FCS/PWD/1346/VPP, de 20 de Novembro de 1969.

No aditamento acima referido, a data da portaria mencionada na mesma, deve ler-se «12 de Julho de 1968» em vez de «12 de Julho de 1969».

Por ordem e em nome do Administrador de Goa, Damão e Diu.

V. H. Sakhalakar, Subsecretário (Planificação).

Panaji, 17 de Janeiro de 1970.

### Direcção dos Serviços de Instrução

#### Portaria

DE/TECH/D/239/68/7521

De harmonia com o artigo 3.º de «Goa, Daman and Diu State Apprenticeship Council Order, 1969» o Governo determina a constituição do Conselho Estadual de Aprendizagem, de Goa, Damão e Diu, sob a presidência do Ministro de Educação, com os seguintes vogais:

a) Representantes dos chefes dos estabelecimentos do sector público.

1. Principal Engineer, P. W. D. Panaji—Goa.
2. The Director of Industries and Mines, Govt. of Goa, Daman and Diu, Panaji-Goa.
3. The General Manager, Goa Shipyard Ltd., Vasco da Gama.

b) Representantes dos chefes dos estabelecimentos do sector privado.

1. Shri V. D. Chowgule, Director, Chowgule & Co., Mormugao Harbour-Goa.

2. Shri V. S. Dhempe, Campal, Panaji-Goa.
3. Shri M. Ferrari, Director, Sesa Goa Private Ltd., Altinho, Panaji-Goa.

c) Representatives of the Central Government.

1. The Regional Director (Western Region), National Apprenticeship Training Scheme, Govt. of India, C/o Central Training Institute, Sion, Chembur Road, Bombay-70.

2. The Mechanical Engineer, Mormugao Port Trust, Mormugao.

d) Representatives of the Govt. of Goa, Daman & Diu.

1. The Chief Electrical Engineer, Electricity Department, Panaji-Goa.
2. The Captain of Ports, Panaji-Goa.
3. The Director of Education, Panaji-Goa.
4. The Principal, College of Engg. Goa & State App. Adviser — Member-Secretary.

e) Persons having special knowledge and experience in matters relating to industry and labour.

1. Shri S. A. Cransten, Works Manager, M/s. Chowgule Engineering Co., Ltd. Loutulim, Goa.
2. Dr. K. K. G. Sikchi, Project Manager Zuari Agro Chemical Ltd., Chicacim, Mormugao.
3. Shri V. A. Joshi, Workshop Superintendent, Govt. Polytechnic, Panaji-Goa.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. S. Varde, Director of Education and Addl. Secy. to Govt. of Goa, Daman and Diu.

Panaji, 20th January, 1970.

## Industries and Power Department

### Order

DIM/110/69

Whereas Shri Quexova Sinai Cundo, from Margao, has communicated his intention to relinquish his concession held rights of the mine named «Rumdacodil Borchem Boroda, Oiteiro Godal and adjacent plots» situated at Maulinguem of Satari taluka, granted under title of concession no. 61, dated 28-9-1959.

And whereas the said Shri Quexova Sinai Cundo has fulfilled all the formalities required by article 116 of Decree dated 20-9-1906.

Now therefore, in exercise of the powers conferred by clause 2 of the Goa, Daman and Diu (Administration) Removal of Difficulties Order, 1962 and all other powers enabling him in that behalf the Administrator of Union Territory of Goa, Daman and Diu hereby permits the said Shri Quexova Sinai Cundo to relinquish the said rights, towards the above mining concession, and further declares that all his rights, title and interest stand reverted to the Government free from all encumbrances created by the party.

And further directs that the said mining concession is declared as «Free Area» for its regrant in terms of Mines and Mineral (Regulation and Development) Act, 1957 and Mineral Concession Rules, 1960, after 30 days of the publication of the present Notification in the Government Gazette.

And also further clarifies that Shri Quexova Sinai Cundo is liable to pay all the dues fixed tax (Imposto fixo), Industrial tax, etc. connected with the above mine effective till the date of the present order.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. E. Vaze, Under-Secretary, Industries and Labour Department.

Panaji, 13th January, 1970.

2. Shri V. S. Dhempe, Campal, Panaji-Goa.
3. Shri M. Ferrari, Director, Sesa Goa Private Ltd., Altinho, Panaji-Goa.

c) Representantes do Governo Central.

1. The Regional Director (Western Region), National Apprenticeship Training Scheme, Govt. of India, C/o Central Training Institute, Sion, Chembur Road, Bombay-70.

2. The Mechanical Engineer, Mormugao Port Trust, Mormugao.

d) Representantes do Governo de Goa, Damão e Diu.

1. The Chief Electrical Engineer, Electricity Department, Panaji-Goa.
2. The Captain of Ports, Panaji-Goa.
3. The Director of Education, Panaji-Goa.
4. The Principal, College of Engg. Goa & State App. Adviser — Member-Secretary.

e) Indivíduos com conhecimentos especializados e experiência em assuntos referentes às indústrias e trabalho.

1. Shri S. A. Cransten, Works Manager, M/s. Chowgule Engineering Co., Ltd. Loutulim, Goa.
2. Dr. K. K. G. Sikchi, Project Manager Zuari Agro Chemical Ltd., Chicacim, Mormugao.
3. Shri V. A. Joshi, Workshop Superintendent, Govt. Polytechnic, Panaji-Goa.

Por ordem e em nome do Governador-tenente de Goa, Damão e Diu.

P. S. Varde, Director dos Serviços de Instrução e Secretário adicional, ex-officio, do Governo de Goa, Damão e Diu.

Panaji, 20 de Janeiro de 1970.

## Departamento de Indústrias e Energia

### Portaria

DIM/110/69

Atendendo a que o Sr. Quexova Sinai Cundo, de Margão, comunicou a sua intenção de querer desistir dos seus direitos de concessão à mina denominada «Rumdacodil Borchem Boroda, Oiteiro Godal e terrenos adjacentes» sita em Maulinguem do concelho de Satari, concedida por título de concessão n.º 61, de 28 de Setembro de 1959.

Tendo em consideração que o Sr. Quexova Sinai Cundo, cumpriu todas as formalidades exigidas pelo artigo 116.º do Decreto datado de 20 de Setembro de 1906.

No uso das faculdades conferidas pelo artigo 2.º de «Goa, Daman and Diu (Administration) Removal of Difficulties Order, 1962» e das demais faculdades que lhe são conferidas para o mesmo fim, o Administrador do território da União de Goa, Damão e Diu, autoriza o referido Sr. Quexova Sinai Cundo, a desistir dos seus direitos à referida concessão mineira e declara que todos os seus direitos, títulos e interesses revertam ao Estado, livres de quaisquer encargos criados pela parte.

Mais determina que a referida concessão seja declarada como «área livre» para os efeitos da sua reconcessão nos termos do «Mines and Mineral (Regulation and Development) Act, 1957» e «Mineral Concession Rules, 1960», 30 dias, após a publicação deste no *Boletim Oficial*.

Esclarece-se que o Sr. Quexova Sinai Cundo, fica sujeito ao pagamento de todos os impostos em dívida tais como (imposto fixo), contribuição industrial etc., em relação à referida mina, até à data da presente portaria.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

V. E. Vaze, Subsecretário do Departamento de Indústrias e Trabalho.

Panaji, 13 de Janeiro de 1970.



Order

19-32-70-IPD

Subject: — State Ancillary Industries Committee — Constitution of ...

The Government have decided to constitute a Committee called State Ancillary Industries Committee consisting of officials and non-officials to take all such measures which would promote the growth of small scale ancillary industries in the Union Territory of Goa, Daman and Diu. The Committee consists of the following: —

1. Director of Industries and Mines — Chairman.
2. One representative of Goa Small Scale Industries Association — Member.
3. One representative of Goa Chamber of Commerce & Industry — Member.
4. One representative of M/s. Zuari Agro-Chemicals Limited (Birla) — Member.
5. One representative of M/s. Chowgule Textiles — Member.
6. One representative of M/s. Ciba of India (Pvt.) Ltd. — Member.
7. Dy. Director of Small Industries Service Institute, Margao — Member Secretary.

2. The Committee will have powers to co-opt not more than two members as and when needed.

3. The Committee shall hold its meeting at any place within the Union Territory, as agreed upon from time to time.

4. The Member-Secretary should prepare the agenda and convene the meetings of the Committee in consultation with the Chairman.

5. The non-official members of the Committee will be eligible to draw T.A. and D.A. at the maximum rates as admissible to Grade I Officers of the Government of India. The expenditure should be debited to the head «35—Industries A.I(3) Allowances and Honoraria».

6. This issues with the concurrence of the Finance Department.

By order and in the name of the Administrator of Goa, Daman and Diu,

B. Ram, Secretary, Industries and Labour Department.

Panaji, 20th January, 1970.

### Labour and Information Department

Order

LC/1-(115)/67

The following Award given by the Industrial Tribunal, on an Industrial Dispute between M/s. Gomantak Private Limited, Mormugao Harbour, Goa, and the workmen employed by them, is hereby published as required vide provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman and Diu

Reference (IG-GDD) No. 2 of 1968

Between

Messrs. Gomantak Private Limited, Mormugao, Harbour

And

The workmen employed under it.

In the matter of the legality & propriety of the order of the management in terminating the services of Shri T. V. Parvate and compensation, if any, payable to him.

Portaria

19-32-70-IPD

Assunto: Constituição da Comissão Estadual para Indústrias subordinadas de ...

O Governo resolveu constituir uma Comissão denominada «State Ancillary Industries Committee», composta de oficiais e não-oficiais com o objectivo de tomar medidas para promover o desenvolvimento de indústrias subordinadas em pequena escala, no território de Goa, Damão e Diu. A Comissão consistirá dos seguintes:

1. Director de Indústrias e Minas — Presidente.
2. Um representante da Associação de Indústrias em pequena escala de Goa — Vogal.
3. Um representante da Associação Comercial e Industrial de Goa — Vogal.
4. Um representante da firma «Agro-Chemicals Ltd.» (Birla) — Vogal.
5. Um representante da firma «Chowgule Textiles» — Vogal.
6. Um representante da firma «Ciba of India (Pvt.) Ltd.» — Vogal.
7. Director adjunto do «Small Industries Service Institute de Margão — Vogal-Secretário.

A Comissão terá poderes para cooptar o máximo de dois membros quando for necessário.

3. A Comissão terá as suas reuniões em qualquer lugar do território da União, periodicamente, nas datas que forem designadas.

4. O vogal-secretário elaborará a agenda e convocará as reuniões da Comissão, de consulta com o presidente.

5. Os membros não-oficiais da Comissão, terão direito ao subsídio de deslocação e carestia, segundo a máxima percentagem admissível aos funcionários de 1.ª classe do Governo da Índia. O respectivo encargo será satisfeito pela verba «35 — Indústrias A.I(3) Allowances and Honoraria».

6. A presente portaria é expedida com a aprovação do Departamento das Finanças.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

B. Ram, Secretário do Departamento de Indústrias e Trabalho.

Panaji, 20 de Janeiro de 1970.

### Appearances:

Shri P. K. Role of Messrs. Crawford Bayley & Co., Solicitors for the company.

Shri T. V. Parvate is present in person.

### AWARD

This is a reference under Sec. 10(1)(d) of the Industrial Disputes Act, XIV of 1947, made by the Government of Goa, Daman and Diu for the adjudication of the following dispute between the Management of M/s. Gomantak Private Ltd., Mormugao Harbour and their workmen:

1. Whether the action of the management of M/s. Gomantak Private Ltd., Mormugao Harbour, in terminating the services of Shri T. V. Parvate employed as Editor of the newspaper is legal and justified? If not, what relief is Shri Parvate entitled to?

2. Whether Shri Parvate is entitled to receive any wages for the period from 30-12-1965 to 14-1-1966 and any extra remuneration for the period from 23-11-1966 to 16-3-1967? If so, to what extent?

3. What other relief, if any, is Shri Parvate entitled to?

2. The material facts may be briefly stated as follows: From 14-1-1966 Shri T. V. Parvate was appointed as Editor

of the proposed English daily Gomantak with effect from 15th January 1966 on the following terms:

1. The salary of Shri Parvate was to be Rs. 1,000 per month. There would be no housing allowance. A suitable conveyance allowance for journey within Panjim would be fixed shortly.
2. The period of appointment was to be for one year initially. At the end of that period it was open for both parties to seek an extension.
3. The continuation of the appointment during the above period of one year would be always subject to satisfactory work. In case it became necessary to terminate the appointment it would be open to either party to give one month's notice or pay in lieu.
4. As regards leave and working hours Shri Parvate was to be eligible to conditions of service as a Working Journalist in terms of the Working Journalists Legislation.
5. No other benefit will be due to Shri Parvate by right.
6. Whilst discharging his duties Parvate was expected to keep in tune with the policies and views of the Management and the requirements of discipline.

According to Shri Parvate started working as the Editor of the English Daily with effect from 15-1-1966. On 23rd November 1966 the proprietor of the Gomantak (English Edition) wrote a letter to Shri Parvate stating that he had issued officially an order authorising him to take over charge of both the publications namely Gomantak (Marathi) and Gomantak (English Edition), at Panjim. That letter further says: «This has become necessary in order to equip us to go ahead quickly and effectively in the critical period that is facing us soon». Then the purpose of putting him in charge of both the publications has been mentioned but it is not necessary to refer to it at this stage. Shri B. D. Satoskar was the Editor of the Marathi Gomantak. He resigned before the 10th December 1966. On the 10th December, 1966 the proprietor wrote a letter to Shri Parvate asking him to take over from Satoskar. It appears that the English Edition of Gomantak was to cease publication with effect from 16th March 1967. So on the 13th March, the proprietor wrote a letter to Shri Parvate saying that he was transferred to Gomantak Marathi Daily with effect from 16th March 1967 on the present terms and conditions. On the 13th March 1967, Shri Parvate wrote a letter to the proprietor saying that he would be obliged if the question of his salary and allowances as Editor of Gomantak and the arrears due to him on account of work as editor of both papers for a period of 4 months was settled. He added that all questions arising out of confirmation and transfer of service as regards provident fund, leave etc., should be settled. To this letter a reply was sent by Shri Devasthali, the Labour Officer, on 15th April 1967 stating inter alia as follows:

«You have already been fixed up on Rs. 1,000 p.m., including dearness allowance. It will not be possible to enhance this salary any further.

As regards the conveyance allowance, it has already been fixed at Rs. 150 p.m. and no justification for increasing it has so far been received from you.

Your services have been transferred from 'The Gomantak (English Edition)' to 'Gomantak Marathi Daily' with effect from 16th March 1967. The transfer enables you to have your services with the former counted for leave.

Your appointment at your present age is on contract. Provident fund is not given for such appointments».

On the 8th April 1967, Shri Parvate gave a reply to the said letter. He admitted that conveyance allowance was raised to Rs. 150. He however requested that the allowance should be raised to Rs. 200 in view of the trips which he was required to make. The proprietor sent a reply to the said letter on 17th April 1967 saying that Shri Parvate's appointment as Editor was extended upto 30th June 1967 'on the present terms and conditions'. It would be recalled that Parvate's appointment had already expired on 14th January 1967. By this letter dated 17th April 1967 the period of his appointment was extended up to 30th June 1967. It appears that the proprietor appointed one Shri Gadkari as the Editor of Gomantak and asked Shri Parvate to hand over charge to Shri Gadkari. On 3rd June 1967, Shri Parvate wrote a letter to the proprietor saying that he handed over charge to Shri Gadkari from the 1st June according to instructions

and added «I am glad to see that you have found a suitable young person to take charge of the Gomantak institution as its executive head and I wish him and the institution all the best as I did at the farewell function». He then proceeds to say that he rejected too good offers which would have brought him a sum of Rs. 25,000. He stated that he had suffered by the precipitate action taken by the proprietor. He then put down his claims as follows:

«1. My first obvious claim is that of Rs. 6,000 in lieu of six months notice that you should have given me at the time of informing me that my services would be required till July 1, 1967.

2. My second claim is for Rs. 3,750 for having worked as Editor of Marathi Gomantak from November 23, 1966 to March 16, 1967 in addition to being editor of English Gomantak i.e. for three months and three-quarters of a month, at the rate of Rs. 1,000 a month. (Incidentally I would like to point out that a sum of Rs. 5,000 has been saved by you because Mr. Satoskar left and I took over).

3. There is still 13 days earned leave due to me and the compensation for it comes to Rs. 433.33.

4. Another Rs. 420 is really due to me in fairness because the appointment was from 1st January 1966 but instructions to Marmagao being belated they were not acted upon till the 14th January».

On the 9th June 1967 Shri Devasthali sent a reply to the said claims pointing out that the performance of Gomantak during the days of the opinion poll was obviously inadequate and special arrangements had to be thought of during the subsequent election days. He also pointed out that Shri Parvate's appointment was purely on tenure basis terminable on one month's notice on either side. The letter then proceeds to say that it was open for him to reject the arrangement for double charge if he felt inclined to do so. The balance of earned leave at your credit, if any, will be permitted to be cashed and included in the settlement of your account. The letter finally states: «The initial appointment was offered to you with effect from 15th January 1966 in our letter dated 14th January 1966 and you have accepted it the latter date. Your contention regarding acceptance of a job from 1st January 1966 is not, therefore, understood. However, ex-gratia payment for the services rendered by you, if any, can be considered to settle the matter peacefully. «By his letter of the 7th September 1967 addressed to the Labour Commissioner, Govt. of Goa, Shri Parvate outlined his claims and the order of reference mentions the claims in terms of this letter dated 7th September 1967. Shri Parvate has merely reiterated the 4 claims in what he calls his statement of claims. He has not set out any grounds to justify those claims.

3. The company put in what they call a preliminary written statement raising a number of contentions which it is not necessary to list. One of the points argued by the company was that Shri Parvate was not a working journalist within the meaning of the definition of 'working journalist' contained in Sec. 2(f) of the Working Journalists (Conditions of Service) and Miscellaneous Provisions Act, 1955. Another contention raised by them was that the Industrial Tribunal is not an executing court and it is not the function of the Industrial Tribunal to enforce the implementation of the contracts of service. It is therefore submitted that this reference is not maintainable on that ground alone. The third contention is that Shri Parvate is not entitled to raise an industrial dispute and make a claim against the company, and the reference is not valid. Finally it is contended that the company has terminated the services of Shri T. V. Parvate strictly in accordance with the terms of his appointment and the termination of his services is legal, valid and justified and there is no case for granting any of the demands.

4. At the hearing Shri Parvate appeared before the Tribunal and argued his case. Shri Parvate mainly relied upon the provisions of Sec. 3(2) of the Working Journalists Act and Sec. 25-F of the Industrial Disputes Act. He conceded that he was not asking for his reinstatement but was only asking for compensation for the improper termination of his service and such other reliefs to which he was entitled.

5. Shri Role who appeared on behalf of the company contended that since there is no demand for reinstatement the other claims would not survive. He contended that the dispute is therefore an individual dispute, that no union has sponsored this dispute and that it relates to certain money



claims which can if at all be enforced under Sec. 33 of the Industrial Disputes Act. The Industrial Tribunal is not an executing court and in any case cannot enforce the terms of a contract. He also contended that Shri Parvate is not a working journalist. Shri Parvate's appointment, according to Shri Kote, was on a contractual basis and in the first instance was to last for one year from 15th January 1966. Later, on his tenure was extended up to the 30th of June and on the 1st of June Shri Parvate handed over charge to his successor Shri Gadkari in accordance with the instructions given to him by the proprietor. It is therefore clear that there is no question of any improper termination of the services of Shri Parvate. Shri Parvate relied upon the provisions of Sec. 3(2) of the Working Journalists Act which runs thus:

«Sec. 25-F of the aforesaid Act, in its application to working journalists, shall be construed as if in clause (a) thereof, for the period of notice referred to therein in relation to the retrenchment of a workman, the following periods of notice in relation to the retrenchment of working journalist had been substituted, namely:—

- (a) six months in the case of an editor and
- (b) three months, in the case of any working journalist.

Shri Parvate was admittedly the Editor. He therefore argues that he is entitled to compensation in lieu of notice for a period of 6 months. Section 25-F of the Industrial Disputes Act provides that:—

«No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice».

It will at once be seen that Sec. 25-F presupposes retrenchment and the entire scheme is based on that hypothesis. Sec. 3(2) of the Working Journalists Act also speaks of retrenchment of workmen, in this case the editor. Retrenchment has been defined in Sec. 2(oo) of the Industrial Disputes Act to mean the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action. It has been held by the Supreme Court in *Barsi Light Railway Co. Ltd. v. Joglekar*, 1957 I.L.L.J.p. 243, that the word retrenchment as defined in Sec. 2(oo) and as used in Sec. 25F of the Act has no wider meaning than the ordinary, accepted connotation of the word. It means the discharge of surplus labour of staff by the employer for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action. This view has been reiterated by the Court in a number of cases. In substance it means the discharge of surplus labour or staff in a continuing or running industry and not merely termination of services due to any other reason or the termination of the services of the workmen under the provisions of standing orders framed under the Industrial Employment (Standing Orders) Act for such termination. The provisions of Sec. 25F are attracted only in the case of retrenchment by the same employer. It is equally well settled that services cannot be said to be terminated unless it is capable of being continued and if it is not capable of being continued as before and it is therefore brought to an end that is not termination of service, vide *Workmen of the Bangalore Woollen Cotton and Silk Mills Co. Ltd., and its management*, 1962 I.L.L.J.p. 213. The question as to whether the termination of service amounts to retrenchment must be determined in each case on the facts and circumstances of that case. If the termination of service is found to be due to the reason that the worker discharged was surplus to requirements, it would amount to retrenchment within the meaning of the definition but if the termination is due to any other reason it will not constitute retrenchment.

6. On the facts of the present case it is clear that the post of Editor of the Gomantak was not abolished. The post was continued. The services of Shri Parvate came to an end by the efflux of time. Shri Gadkari was appointed as the Editor of the Gomantak and Shri Parvate was asked to hand over charge to him. There is no question of retrenchment of Shri Parvate on the facts admitted and proved in the present case. He is therefore not entitled to 6 months' notice under Sec. 3(2) of the Working Journalists Act or even to a month's notice under Sec. 25F of the Industrial

Disputes Act, because this is not a case of retrenchment. His first claim for Rs. 6,000 is based on Sec. 3(2) of the Working Journalists Act read with Sec. 25F of the Industrial Disputes Act calculated at the rate of Rs. 1,000 per month for 6 months. This claim is obviously untenable.

7. The second claim is based on the admitted fact that from 23rd November 1966 to 16th March 1967 Shri Parvate was holding charge of both the English and Marathi editions of the Gomantak. It is however clear from the correspondence referred to above that Shri Parvate took charge as per the instructions received by him by letter dated 23rd November 1966. He carried on the charge without protest till 31st March 1967 when he raised the question of his salary and allowance as the Editor of the Gomantak. The proprietor pointed out to him that his salary was fixed at Rs. 1,000 per month and there was no question of enhancing his salary. It is not necessary to decide the merits of this claim and it is sufficient to say that such a claim cannot be made in a reference under the Industrial Disputes Act. The same observations apply to the 3rd and 4th claims. It would be open to Shri Parvate to pursue such other remedies as are open to him under law. There is also another difficulty in his way. Sec. 17 of the Working Journalists Act provides for a specific remedy for recovery of money due from an employer. Sub-sec. (1) provides that the newspaper employee may make an application to the State Government for the recovery of the amount due to him and if the State Government is satisfied that any amount is so due it shall issue a certificate for that amount to the collector and the collector shall proceed to recover that amount in the same manner as arrears of land revenue. Sub-sec. (2) provides «If any question arises as to the amount due under the Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law.

8. Having regard to the view taken above it is not necessary to decide the other points raised on behalf of the employer.

9. The reference stands disposed of.

V. A. NAIK  
Industrial Tribunal

Bombay, 27th November, 1969.

(AF).

By order and in the name of the Administrator of Goa,  
Daman and Diu.

B. Ram, Secretary of Industries and Labour Department.  
Panaji, 14th January, 1970

Order

LC/1-(32)/68(IT-5)/68

The following Award given by the Industrial Tribunal, on an Industrial Dispute between M/s Ramnath Anant Kesarkar, Margao (Goa), and the workmen employed by them, is hereby published as required vide provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):—

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 7 of 1968

Between

Messrs. Ramnath Anant Kesarkar, Margao, Goa

And

The workmen employed under it

In the matter of legality and propriety of the order terminating the services of Shri R. P. Naik, compensation, if any, payable to him.

Appearances:

Shri B. F. D'Souza, Advocate, for the employer.

No appearance for the workmen.

## AWARD

This purports to be a reference made under Sec. 10(1)(d) of the Industrial Disputes Act by the Government of Goa, Daman and Diu for adjudication of the following dispute between Messrs. Ramnath Anant Kesarkar and the workmen employed under it:—

«Whether the allegations of Shri Ramesh Pundalik Naik employed as Shop Assistant by Messrs. Ramnath Anant Kesarkar, Margao, that his services were terminated with effect from 12-3-1968 without notice or valid reasons and without paying an amount of Rs. 546/- towards wages for past period are correct; if so to what relief the workman is entitled».

2. Shri Ramesh Pundalik Naik has filed his statement of claim in which he has put forth four items of his dues. In the first item he has claimed Rs. 548/- being the amount of his salary for services rendered to the employer upto 12th March 1968. He has obliquely stated that on that day, that is 12th March 1968, his services were abruptly terminated by the employer without any notice of termination. Item No. 2 relates to notice pay equal to one month's salary. The amount claimed is Rs. 100/-. Item No. 3 relates to a sum of Rs. 450/- due by way of compensation at the rate of 15 days wages per year of his completed 9 years service, and item No. 4 relates to a sum of Rs. 900/- due by way of compensation for not having been given a single day's leave for those 9 years calculated at 4 to 5 months of total leave period at double the salary. The workman has stated that he is not in a position to produce any documentary evidence because prior to the liberation of the territory there was no proper statutory safeguard for the workmen and in most cases they had to yield to the terms dictated by the employer. He has however added that there is abundant oral evidence which would be produced at the hearing.

3. The employer has put in his written statement. He says that the workman was looking after his electric shop, at Station Road. The employer has denied that he dismissed the workman as alleged by the latter. According to the employer a shortage of goods was noticed and when he asked the workman to prepare the inventory of the goods in stock, the workman got frightened as he was certain that the shortage in the inventory will prove his guilt. Since that day the workman has been absconding and the employer is thinking or lodging a criminal case against him. The employer therefore contends that since he has not terminated the workman's services, the question of payment of compensation does not arise. The employer adds that a sum of Rs. 572.62 due to the workman towards his salary was not paid to him since the workman has misappropriated goods and has collected a sum of Rs. 236.31 in respect of credit sales.

4. The workman did not appear before the Tribunal at the time of the hearing of this case though served with the notice informing him of the date of hearing. The workman has not asked for his reinstatement and his claim is only restricted to arrears of salary, compensations etc. Such a claim cannot be made to this Tribunal. It is however not necessary to deal with this point because the workman has not led any evidence to show that his services were terminated. The employer's contention is that the workman has abandoned his services out of fear that he would be found out for having misappropriated the goods in the shop.

5. The reference fails and is rejected.

V. A. NAIK  
Industrial Tribunal.

Bombay, 20th November, 1969.

(A.F).

By order and in the name of the Administrator of Goa,  
Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 14th January, 1970.

Order

LC/1/ID(58)/68(IT-8)/68

The following Award given by the Industrial Tribunal, on an Industrial Dispute between M/s. V. S. Dalvi & Co., Usgaon

(Goa), and the workmen employed by them, is hereby published as required vide provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):—

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-(GDD) No. 5 of 1968

Between

Messrs. V. S. Dalvi and Company

And

The workmen employed under it.

In the matter of the legality and propriety of the order of dismissal passed by the management against Shri M. P. Narvenkar.

Appearances:

G. L. Joshi for the company.

No appearance for the workmen.

## AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act for adjudication of a dispute between Messrs. V. S. Dalvi and Co. and the workmen employed under them which arises out of the demand made by the workmen questioning the legality and propriety of the order of dismissal passed by the management against Shri M. P. Narvenkar and demanding compensation to be paid to him as relief for his wrongful dismissal.

2. The matter was fixed for hearing at Panaji on 29-9-1969. Shri G. L. Joshi appeared for the company but there was no appearance for the workmen, the matter was therefore adjourned to 1st October 1969. On that day Shri G. L. Joshi appeared for the company but no one was present on behalf of the workmen. Shri Joshi pointed out that terms of settlement had been filed in this case as far back as on 12-3-1969. It appears that as the vacancy caused by the resignation of the Tribunal had not been filled in no award could be made. The settlement filed in this case is to the effect that the parties have amicably settled the dispute on the following terms:

- (1) That Shri Manohar Narvenkar the driver formerly working in the company be paid Rs. 527-70 P towards full and final settlement of his services and his services will be deemed to have been properly terminated.
- (2) That the parties will approach the tribunal for the disposal of the reference.

An award in terms of the above settlement is passed and the reference stands disposed of.

V. A. NAIK  
Industrial Tribunal

Bombay, 21st October, 1969.

(A.F).

By order and in the name of the Administrator of Goa,  
Daman and Diu.

E. Ram, Secretary, Industries and Labour Department.

Panaji, 14th January, 1970.

Order

LC/1/844/(IT-1)/67

The following Award given by the Industrial Tribunal, on an Industrial Dispute between the Management of M/s. V. S. Dempo & Co. Pvt. Ltd., Campal, Panaji, and the workmen employed by them, is hereby published as required vide pro-

visions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 1 of 1968

Between

Messrs. V. S. Dempo & Co., Pvt. Ltd., Campal, Panaji

vs.

The workmen employed under them

In the matter of the legality and propriety of the order of termination of services of Shri Mohamed Issac M. Shaikh, etc.

**Appearances:**

Shri Ramesh Desai for the company.

Shri Ashraf Agha for the workmen.

**AWARD**

This is a reference under Section 10(1)(d) of the Industrial Disputes Act made by the Government of Goa, Daman and Diu for adjudication of a dispute between Messrs. V. S. Dempo and Co., Pvt. Ltd., Campal, Panaji and the workmen employed under them which arises over the following demand made by the workmen:—

«Whether the termination of services of Shri Mohamed Issac M. Shaikh, Electrician, Vadem Workshop of M/s. V. S. Dempo and Co. Pvt. Ltd. is legal and justified, if not to what relief the workman is entitled?»

2. The employee concerned Mohamed Issac M. Shaikh has filed his statement of claim. He was content to merely reproducing the demand without setting out any reasons to justify the same. He has set out his claims as follows:

(1) That the employer company has to pay him Rs. 180/- being the difference of pay from September 1965 to February 1966 at Rs. 30/- p.m.

(2) That the employer company has to pay him the monthly salary of Rs. 250/- p.m. from March 1966 up-to-date.

(3) That the applicant be reinstated back to duty with continuity of service.

(4) And such other reliefs like expenses of Rs. 600/- which the applicant had to spend and spent over Advocate's fees in defending the said criminal case in Judicial Magistrate First Class Court at Vasco-da-Gama.

(5) And such other reliefs like reputation being lowered amounting to Rs. 5,000/- or as this Court deems fit may please be awarded to the applicant from the employer.

3. The company has put in their written statement setting out the facts of the case. According to the company the workman was appointed as an electrician in 1957. On 26th February 1966 the said workman was deputed by the company to replace new batteries in the barge «Jay Dipika». On 28th February 1966 he was arrested by the police for theft of batteries from the said barge. After holding a preliminary investigation the police submitted a charge sheet against the workman. On 9th March 1966 the workman was released on bail. On 10th March he went to the Company's River Fleet Section to collect his wages for the month of February 1966 and he was paid his wages. The company then states that the workman did not report himself for duty although he was called upon to do so by the in-charge of the River Fleet Section. The company asserts that nothing was heard of the workman till 31st December 1966. Thereafter he wrote a letter to the Labour Commissioner at Panaji requesting him to call upon the company to pay him certain amounts by way of bonus and difference in wages, that had become due to him as a result of the wage revision for the period during which the workman was in the company's employment. The company alleges that the workman had approached the Labour Commissioner without first approaching the company in this regard. Eventually the company says that it agreed to pay to the said workman the bonus that was due to him for the year ending on 31st March 1966 as also certain amounts by way of over-time wages. The said payment was effected on 12-4-1967. The company then asserts that even on this occasion the workman never raised the question of

his employment with the company and never expressed any desire to join his duties. It was therefore understood on both sides that he was not interested in continuing in the employment of the company. On the 3rd March 1967 the workman was acquitted by the Marmagao Magistrate. Thereafter on or about 3rd April 1967 the workman requested the company for payment of wages from the date of his arrest by the police till the date of his acquittal and asked for being reinstated in the company's employment with continuity of service. The company informed him that since he had failed to report for duty with effect from 1st March 1966 and since even after his release on bail he failed to report on duty in spite of the advice to do so by the company's in-charge of the River Fleet Section, the company regarded him as having voluntarily abandoned his employment with the company. He was also informed that because of his prolonged and unexplained absence the vacancy had been filled in and there was no vacancy in which he could be appointed. The company has submitted that in such circumstances the workman is not entitled to any of the reliefs claimed by him.

4. As regards the first claim the company says that the benefits arising from the revision of the rates is payable only to those employees who are in the continuous employment on the date of the agreement, that is 17th October 1966. As the workman had already abandoned his employment from 1st March 1966 this part of his claim does not survive. As regards the second claim the company denies that any amount whatever is payable to the workman in respect of the period commencing from 1st March 1966 for the simple reason that since the 1st of March the workman has not worked for a single day as he was not in the employment of the company having voluntarily abandoned the company's service. In regard to the third claim the company says that the question of reinstatement of the workman does not arise. With reference to the fourth claim the company says that the question of reimbursement of the cost incurred for Advocate's fees also does not arise. In regard to the 5th claim for damages for the alleged lowering of his reputation, the company says that such claim cannot be entertained.

5. This dispute arose on the workman Mohamed Issac M. Shaikh making an application to the Managing Director of the company on 3rd April 1967, that is to say, within about a month from the date of his acquittal. For the first time in this application he made the allegation that after receiving his salary when he went to the office on his being released on bail he was verbally advised by the paying-in-clerk not to report for duty as he had been given such instructions. He then goes on to request that he should be reinstated with back wages and continuity of service. In support of this allegation the workman has put in his own affidavit and also the affidavits of Shaikh Imam Shaikh Ismail and Shaikh Chinumiya. At the trial however he contented himself by offering himself for cross-examination. All the three affidavits were put in on 4th April 1968. In answer to a question in cross examination the workman stated that the two persons Shaikh Imam Shaikh Ismail and Shaikh Chinumiya had left Goa for good some 7 or 8 months back. Shaikh Chinumiya along with Shaikh Imam Shaikh Ismail had gone to Hyderabad and therefore he was not in a position to offer them for cross-examination. That means his case is entirely dependent upon his own statement. In answers to question in cross-examination he stated that Mr. Bilimoria was the engineer-in-charge on that day and it was he who used to issue orders to him regarding work. He first said that Shri Dabholkar did not usually give him orders for work but then corrected himself by saying that occasionally Dabholkar also gave him orders for work. He admitted that Anthony Fernandes and Barboza were the time keepers and that they used to make entries regarding attendance. According to the workman he went to Kosambi who is the store keeper and who also disburses salaries and asked for his salary dues from him. Kosambi, he says, told him that the Manager had informed him not to allow the workman to resume work. He admits that he did not meet anyone in the office on that day and that he went home. He also admitted that he did not approach either of the time keepers. He further admitted that he did not approach Mr. Bilimoria to verify about the truth of what Kosambi told him. He stated that the storekeeper gave him his salary on the day because the Cashier had not come. He admitted that the main work of the store keeper is to keep the stores and only occasionally he used to make payments. He also admitted that although he knew that the store keeper had no authority to tell him anything regarding his resumption of work, he went away without seeing any of the concerned authorities. His only explanation is that he did not approach the authorities because he was under

the shadow of the charge of theft. His attention was drawn to the application made by him on 31st December 1966 (part of Ex. C/1). This is an application to the conciliation officer made by the workman wherein he stated that since the launching of the prosecution he was not on duty in the company. He requested that since the company had revised the scales for the year 1965 and also declared bonus for the year 1965 the conciliation officer should intervene on his behalf and request the company to pay him bonus and the difference in the revised scale which was due to him. In his cross-examination he admitted that he made the statement in the said application that he was not on duty since the date of his arrest. He admitted that he was not able to explain as to why he did not state in the said application that he had gone to the office on the 10th of March but was not allowed to resume his duties. Had there be any truth in the case which he has tried to make out in his application dated 3rd April 1967 (Ex.C/4) namely that on 10th he had approached the company and that he was not allowed to resume duties, he would not have failed to make a mention of it in his application dated 31st December 1966 (Part of Exhibit C/1).

6. The matter does not rest there. The Conciliation Officer, that is the Labour Commissioner, forwarded the application dated 31st December, 1966 to the company. A settlement was reached between the workman and the company on 3rd April, 1967 as follows:

- (1) The management agrees to pay bonus to the workman for the accounting year ending 31st March, 1966 on or before 15th April, 1967.
- (2) The management also agrees to pay overtime wages that may be due to Shri Mohamed Issac M. Shaik on or before 15th April, 1967.
- (3) The workman reserves the right to recover the difference of wages due to him under conciliation settlement dated 17th October, 1966.
- (4) The parties agree to furnish a report on the implementation of this settlement to the Labour Commissioner on or before 25th April, 1967.

It will be clear from the above terms that the worker made no demand either for his reinstatement or for back wages on the ground that he was not allowed to resume his duties when he turned up at the company's office on 10th March, 1966. On 13th April, 1967 the company wrote a letter to the Labour Commission informing the latter that payment of the amount of bonus for 1965 and over-time wages had been made to the workman in question in implementation of the agreement. It may be pointed out that in answer to the claim made by the workman on 3rd April 1967 (Ex. C/4) the company gave a reply on the 15th April, 1967 (Ex.C/5) pointing out that «your continued absence from that date onwards (1st March, 1966) was construed as having voluntarily abandoned the services. Hence, your services were terminated with effect from that date». It is therefore not true that the workman reported himself for duty after he was released on bail on 9th March, 1966. On 10th March, 1966 he approached the authorities just for the purpose of collecting his dues. The case that he has now sought to make out namely that he was told by the store keeper that he had been instructed not to allow the workman to resume duties is a concoction and a falsehood.

It may be that the workman did not report himself for duty because of his guilty conscience. He plainly admitted in cross examination that he did not approach the authorities because he was under the cloud of the charge of theft. The store-keeper had no authority to tell the workman that he had received instructions not to allow the workman to resume his duties. The workman would not have kept quiet because of the information conveyed to him by the store-keeper. Whatever that may be, it is clear that he made no attempt to meet his superiors at any time after his release on bail. He was emboldened to write the application of 3rd April, 1967 because he was acquitted of the charge of theft in the criminal case.

7. The only point made out by Shri Ashraf on behalf of the employee is that according to the company's letter of 15th April, 1967, the company had terminated the services of the employee with effect from 1st March, 1966. He therefore contends that the company had no authority to terminate the services without holding a formal enquiry after giving the employee an opportunity to explain the charges. There is no substance in this argument. The letter Ex. C/5 clearly says that the employee's continued absence with effect from 1st March, 1966 was treated as voluntary abandonment of service

and hence his services were terminated with effect from that date. This does not amount to termination of service as a punishment for misconduct but is a discharge simpliciter. The company had two options open to it and it could take recourse to anyone of them. The first was to treat the employee as having abandoned his service and to terminate his service by giving him one month's notice or wages in lieu of notice. The second was to charge sheet the worker and to hold an enquiry. The company has terminated the services but has failed to give a notice. I reject the demand for reinstatement of the worker and direct the company to pay to Mohamed Issar M. Shaik one month's wages in lieu of notice, such wages to be calculated on the basis of his last drawn salary.

8. The reference stands disposed of.

V. A. NAIK  
Industrial Tribunal

Bombay, 20th November, 1969.

By order and in the name of the Administrator of Goa,  
Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 14th January 1970.

Order

LC/1-(140)/67(2)

The following Order given by the Industrial Tribunal on an Industrial Dispute between M/s Damodar Mangalji & Co. Pvt. Ltd., Vasco-da-Gama (Goa) and the workmen employed by them, is hereby published as required vide provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman and Diu

Application (IT-GDD) No. 2 of 1967

in

Ref: (IT-GDD) No 6 of 1967

Damodar Mangalji & Co. Pvt. Ltd., Vasco-da-Gama  
Applicants.

vs.

1. Shri Govind Chodankar and  
2. Shri Inus Suleman  
Opponents.

In the matter of an application under Sec. 33(2)(b) of the Industrial Disputes Act, 1947.

Appearances:

Shri Ramesh Desai for the applicants.

No appearance for the opponent.

ORDER

This is an application under Section 33(2)(b) of the Industrial Disputes Act for approval of the action of discharge taken by Damodar Mangalji & Co. Pvt. Ltd. Vasco-da-Gama, Goa, against Shri Govind Chodankar and Shri Inus Suleman, the opponents. On 11th November, 1967 the company, which will hereinafter be referred to as 'the employer', served charge sheets on the opponents to the following effect: On 8th November, 1967 at about 12.30 p. m., the opponents carried away gun metal parts from the office of the workshop in a bag without any authority or permission of the competent authority. The charge sheet further states that both the opponents acting in combination committed the said act in collusion with one another. That the said act amounts to theft of the company's property and dishonesty in connection with the employer's business. They were therefore called upon to submit their written explanation and to present themselves at the enquiry to be held by Shri R. P. Rataboli on 16th November, 1967 in the office of the work-shop. The charge sheets though worded similarly have been separately issued to each of the opponents. A joint enquiry was held on the 18th November, 1967. Both the opponents remained present and took part in the enquiry. In support of their case the management examined the following witnesses. (1) John Fernandez, Assistant Driver, (2) Dattaram Pangi, Sukani, (3) Rohidas, Sailor, (4) Kalusinh Watchman, and (5) Abco-



bakar Watchman. Kalusingh stated that he was working as a watchman in the work-shop that he was informed by Fernandez that Govind was taking something in a bag and Inus was accompanying him. Kalusingh says that he went after the two opponents. He saw Govind climbing the hill with a bag in his hand and Inus following him. On seeing him, Kalusingh says that Inus went towards him while Govind started walking up the hill. Then he says Inus tried to fool him by saying «I am throwing cocoanut shell on my head». In the meantime he heard voices from the hill shouting for him and he went in that direction and saw Aboobakar, John Fernandez and a third person with a bag with something inside. He got the bag and came down. At that time he saw Govind sitting near the office and Inus came after him and his companions. In a short time Azavedo came and Kalusing gave charge of the bag to Azavedo. Aboobakar watchman stated that while he was preparing fish John Fernandes came to him and told him that Govind was going with a bag in his hand towards the hillside and Inus was following him. Aboobakar went up the hill while John and others followed him. As the party was going up they saw Govind coming down the hill and Inus going from another side of the hill adjacent to the road. The party then reached the spot where the bag was lying. Aboobakar took the bag and called out Kalusing. Kalusing came up and then Aboobakar gave the bag in his hand. John Fernandez stated that he was taking his lunch with Datta, Rohidas and Babaji. Just at that time they saw Govind climbing the hill with a bag in his hand and Inus following him. On that day they had seen some gun metal parts in the rooms of the opponents and at that time only their suspicions were aroused. When they saw Govind climbing the hill with a bag in his hand they felt suspicious. They came down and told Watchman Kalusingh about it. Kalusing went on the road side and John Fernandes towards the room side and he informed Aboobakar. When Govind and Inus, the two opponents, saw the party coming up the hill, Govind threw the bag down from his hand and started coming down while Inus started walking on the other side of the hill. When the party reached the spot where the bag was lying Aboobakar took it, called out to Kalusingh and handed over the bag to the latter. Shri Dattaram Pangi, Sukani and Shri Rohidas Sailor who were also examined supported the statement of John Fernandes.

2. Govind Choudankar stated that at about 12.30 p. m. while he was taking rest he heard the sound of a cocoanut falling down from the tree. He therefore went out of his room and went up to the hill to collect it. At that time Inus was standing outside the room. He searched for the cocoanut but he could not find it. Then he came back and sat near the office of the work-shop. He adds that when he was sitting near the work-shop Kalusing came with a bag from the hill side and was accompanied by Dattaram, John Fernandes and Aboobakar and Dharma. He further says that Azavedo, the work-shop supervisor, asked him who had taken the gun-metal parts from the work-shop which were in that bag and Govind replied that he knew nothing about it. Inus Suleiman stated that after taking his lunch he was standing outside the room at about 12.30 p. m. His room mate Govind was sitting in the room. After about 5 minutes or so he went walking towards the hill side alone. At that time he saw Kalusing passing by the road and called out to him and fooled him saying «I am throwing a cocoanut on my head». Then Inus says he came down and stayed with Kalusingh. Immediately after that he heard somebody shouting for Kalusingh from the hillside. Kalusingh returned in that direction and Inus accompanied him. Inus adds that when he reached the spot he saw Dattaram, Aboobakar and John Fernandes and Dharma and also he saw one of them giving the bag in the hand of Kalusing. All of them came down and Inus followed them. Inus

further says that all of them went to the office of the work-shop where he saw Govind sitting.

3. The enquiry officer on the basis of the evidence led before him came to the conclusion that the two opponents in collusion with one another tried to commit theft of the gun metal parts belonging to the company. His findings were accepted and orders were issued dismissing both the opponents, on 1st December, 1967.

4. Several attempts were made for serving the notice on the opponents. On 9th December 1967 the Tribunal despatched notices to the company with instructions to serve the notices on the opponents and obtain their acknowledgments. The date of hearing was fixed on 22nd December 1967. On that day there was no appearance on behalf of the opponents. The employer's representative Shri Desai stated that notices were sent by registered post but the acknowledgments were not received. He also furnished the addresses of the opponents; Again on 24th January 1968 notices were sent and the hearing was fixed on 15th February 1968. The matter however was adjourned before that date to 20th February 1968. On that day notices were sent for hearing on 8th March 1968. On 8th March 1968 the employer was present but no one appeared for the opponents. In the meantime the original reference was stayed pending the decision of the Judicial Commissioner and so this application was adjourned sine die. On 8th April 1968 notices were sent for hearing on 16th April 1969 but none of the opponents were present before the Tribunal. The matter was adjourned to the next date that is 17th April 1969. On that day also there was no appearance on behalf of the opponents. The case was adjourned to 29th September 1969 and notices were sent on 19th July 1969 by ordinary post. It must be presumed that notices were served on the opponents. As neither was present the case was taken up ex parte.

5. I have carefully gone through the record of the proceedings and I find that there is over-whelming evidence to support the finding of the enquiry officer that the two opponents in collusion with one another tried to decamp with the gun metal parts by putting the material in a bag. At each stage we have the evidence of witnesses. John Fernandes claims to have seen the gun metal parts in the room which is in the occupation of the two opponents on 18th November 1967. Later on he and his companions Datta, Rohidas and Babaji saw Govind climbing the hill with a bag in his hand and Inus following him. I have set out the evidence of the witnesses in great detail and it is not necessary to repeat the same here. It will be evident therefrom that some of the witnesses almost pursued Govind who threw the bag on the hill top and started running away. Inus on seeing the party went in another direction. The bag was picked up and handed over to Azavedo. The bag was opened in the presence of the opponent and found to contain the gun metal parts. There is thus sufficient evidence to bring home the charge to the two opponents. This is a fit case for granting approval. Approval granted.

V. A. NAIK  
Industrial Tribunal.

Bombay, November 20th 1969.

(AF).

By order and in the name of the Administrator of Goa,  
Daman and Diu.

V. R. Vaze, Under Secretary, Industries and Labour Department.

Panaji, 16th January, 1970.

## Public Health Department

Order

H-2/69-HS/RMC/6157

Dr. Madhusudan R. Silimcan, a candidate selected by the Union Public Service Commission, is hereby temporarily appointed to the post of Rural Medical Officer, Dargalim, in the Directorate of Health Services with effect from 1-12-1969 on the terms and conditions contained in Govern-

## Departamento de Saúde Pública

Portaria

H-2/69-HS/RMC/6157

O Dr. Madhusudan R. Silimcan, candidato escolhido pela Comissão de Serviço Público da União, é nomeado, temporariamente, para o lugar de médico rural da Direcção dos Serviços de Saúde, em Dargalim, a partir de 1 de Dezembro



ment Memorandum No. H-2/69-HS/RMC/6157, dated 27th August, 1969.

By order and in the name of the Administrator of Goa, Laman and Diu.  
V. R. Vaze, Under Secretary (Health).  
Panaji, 21st January, 1970.

Notification

V-11/67-GMC-B/Project/7655

Whereas it appears to the appropriate Government (hereinafter referred to as the «Government») that the land specified in the schedule hereto (hereinafter referred to as the «said land») is likely to be needed for a public purpose viz. Additional area for Medical College.

Therefore the Government is pleased to notify under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the «said Act») that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector, appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Government Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of section 3 of the said Act, the Land Acquisition Officer, Collector's Office, Panaji to perform the functions of a Collector under the said Act, in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

- 1. The Collector of Goa, Panaji.
- 2. The Director of Land Survey, Panaji.
- 3. The Land Acquisition Officer, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, Panaji for a period of 30 days from the date of publication of this Notification in the Government Gazette.

de 1969, sujeito às condições constantes do memorando n.º H-2/69-HS/RMC/6157, de 27 de Agosto de 1969.

Por ordem e em nome do Administrador de Goa, Damão e Diu.  
V. R. Vaze, Subsecretário (Saúde).  
Panaji, 21 de Janeiro de 1970.

Despacho

V-11/67-GMC-B/Project/7655

Atendendo a que o Governo interessado (referido daqui em diante como «Governo») acha que o terreno descrito no quadro anexo (referido daqui em diante como «aludido terreno») é necessário para os fins públicos da área adicional para a Faculdade de Medicina.

Torna-se público ao abrigo do disposto da alínea (1) do artigo 4.º do «Land Acquisition Act, 1894» (referido daqui em diante como «citado Act») que o aludido terreno é necessário para os fins públicos acima referidos.

2. Os interessados no aludido terreno são por este avisados a não impedir ou interferir com os agrimensores e outro pessoal em serviço no aludido terreno, para os fins da aquisição do mesmo. Quaisquer contratos para alienação do aludido terreno, por meio de venda, arrendamento, hipoteca, cedência, troca ou de qualquer outra forma, ou quaisquer projectos ou melhoramentos feitos no mesmo, sem a autorização do Collector, nomeado no § 4.º a seguir, depois da data da publicação deste aviso, não serão tomados em consideração, ao abrigo do artigo 24.º (sétimo) do citado Act, pelos funcionários encarregados de atribuir compensação pelas partes do aludido terreno que venham a ser finalmente adquiridas.

3. Caso o Governo considere que o aludido terreno é necessário para os fins acima referidos, será publicado, oportunamente, no *Boletim Oficial*, um aviso final para esse efeito, ao abrigo do artigo 6.º do citado Act. Se a aquisição for abandonada, total ou parcialmente, o facto será notificado.

4. O Governo nomeia, ao abrigo da alínea (c) do artigo 3.º do citado Act, o «Land Acquisition Officer» da Repartição do Collector Panaji, para exercer as funções de Collector, ao abrigo do citado Act, em relação ao aludido terreno.

5. O Governo também autoriza ao abrigo da alínea (2) do artigo 4.º do citado Act, as seguintes entidades oficiais para exercerem as funções especificadas na mesma lei, em relação ao aludido terreno.

- 1. O Collector de Goa, Panaji.
- 2. O Director de Agrimensura, Panaji.
- 3. «The Land Acquisition Officer», Panaji.

6. O plano do aludido terreno poderá ser consultado na Repartição do referido «Land Acquisition Officer», Panaji, pelo período de 30 dias, a contar da data da publicação deste despacho no *Boletim Oficial*.

SCHEDULE — QUADRO

Description of the said land — Descrição do aludido terreno

| Taluka      | Village  | Plot No.    | Survey No.        | Name of the person believed to be interested  | Approximate area in sq. mts. |
|-------------|----------|-------------|-------------------|---|------------------------------|
| Concelho    | Aldeia   | Terreno n.º | Cadastro n.º      | Nome da pessoa que se presume ser interessada | Área aproximada em m²        |
| 1           | 2        | 3           | 4                 | 5   | 6                            |
| Goa         | Bambolim | 3 and 3A    | 7/Part and 8/Part | Heirs of Filipe Armindo Pinto                 | 59662.00                     |
| Total ..... |          |             |                   |   | 59662.00                     |

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.  
B. Ram, Secretary, Industries and Labour.  
Panaji, 22nd January, 1970.

Por ordem e em nome do Governador-tenente de Goa, Damão e Diu.  
B. Ram, Secretário de Indústrias e Trabalho.  
Panaji, 22 de Janeiro de 1970.